

6/1/89
CJL:TMC:tg

INTRODUCED BY RON SIMS

PROPOSED NO. 89 - 475

MOTION NO. 7633

A MOTION authorizing the granting of a permanent sanitary sewer system easement at Boeing Field/King County International Airport to the City of Seattle in the City of Seattle.

WHEREAS, the City of Seattle has applied for the right to construct, operate and maintain a sanitary sewer system, together with all necessary or reasonable appurtenances over, through, under, across and upon a portion of Boeing Field/King County International Airport and more particularly described herein, and

WHEREAS, pursuant to RCW 14.08.120, the King County council finds said portion of Boeing Field/King County International Airport is not required for aircraft landings, aircraft takeoff or related aeronautical purposes, and

WHEREAS, the construction of the sewer system is necessitated by the failure of an existing septic system on nearby property, and

WHEREAS, investigation reveals that it is appropriate to grant a permanent easement for the operation and maintenance of this sewer system in consideration of the payment of \$800;

NOW THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to sign and deliver to the City of Seattle the necessary documents granting the City, for sanitary sewer purposes only, a permanent utility easement substantially in the form of the attached Exhibit A which by this reference is incorporated herein as if set forth in full.

PASSED this 7th day of August, 1987.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

EXHIBIT A

No. _____

PERMANENT
UTILITY EASEMENT

This agreement made this _____ day of _____, 19____, by and between King County, a political subdivision of the State of Washington, hereinafter termed the Grantor, and THE CITY OF SEATTLE, hereinafter termed the Grantee.

WITNESSETH:

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant quit claim unto the Grantee, its successors and assigns, an easement under and upon the following described property, situated in King County, Washington, to wit:

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;
thence South 38°46'19" East along the center line of Airport way South 545.66 feet;
thence South 50°58'58" West 30.00 feet to the Southwesterly margin of Airport Way South;
thence South 38°46'19" East along said Southwesterly margin 15.00 feet to the True Point of Beginning;
thence South 50°58'58" West 41.00 feet;
thence South 38°46'19" East 6.98 feet;
thence North 51°13'25" East 41.00 feet to the Southwesterly margin of Airport Way South;
thence North 38°46'19" West along said Southwesterly margin 7.15 feet to the True Point of Beginning.

In the event that King County relocates Perimeter Road over the easement herein granted, the City agrees to adjust the elevation of the manholes, lowering a maximum of four inches, or raising a maximum of 12 inches, upon the written request by King County. Said adjusted manhole and the sewer pipe shall be capable of carrying H2O vehicular loading.

Purpose: The Grantee shall have the right to construct, install, reconstruct, alter, operate, maintain, repair and remove its sewer lift station under and upon the easement area, together with all necessary or reasonable appurtenances thereto.

The Grantor and Grantee herein, by accepting and recording this easement mutually covenant and agree to the terms and conditions described in detail in Appendix "A" attached hereto and by this reference made part of this agreement.

DATED this _____ day of _____, 19__.

GRANTEE: THE CITY OF SEATTLE

GRANTOR: KING COUNTY, WASHINGTON

BY _____

BY _____
Jim Hill

TITLE _____

TITLE _____
County Executive

DATE _____

DATE _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that _____ signed this instrument on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 19__.

NOTARY PUBLIC in and for the State
of Washington residing at

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me _____ to me known to be the person who signed the above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of the _____ and that he was authorized to so sign.

GIVEN under my hand and official seal this _____ day of _____, 19__.

NOTARY PUBLIC in and for the State
of Washington residing at

APPROVED AS TO FORM:

BY _____
Deputy Prosecuting Attorney

DATE _____

July 24, 1989

cas2.1

RW #8816-5

EASEMENT

THIS EASEMENT granted this _____ day of _____, 19____, by KING COUNTY, a political subdivision of the State of Washington, Grantor, to THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called the City, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of EIGHT HUNDRED and NO/100 (\$800.00), receipt of which is hereby acknowledged, and the covenants and promises of the City hereinafter set forth, hereby conveys and warrants to said City an easement for a sanitary sewer with necessary appurtenances over, under, through, across and upon the following described property in Seattle, King County, Washington:

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;
 thence South 38°46'19" East along the center line of Airport Way South 545.66 feet;
 thence South 50°58'58" West 30.00 feet to the southwesterly margin of Airport Way South;
 thence South 38°46'19" East along said southwesterly margin 15.00 feet to the True Point of Beginning;
 thence South 50°58'58" West 41.00 feet;
 thence South 38°46'19" East 6.98 feet;
 thence North 51°13'25" East 41.00 feet to the southwesterly margin of Airport Way South;
 thence North 38°46'19" West along said southwesterly margin 7.15 feet to the True Point of Beginning.

Together with a temporary easement over, under, through, across and upon the following described property in Seattle, King County, Washington:

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;
 thence South 38°46'19" East along the center line of Airport Way South 545.66 feet;
 thence South 50°58'58" West 30.00 feet to the southwesterly margin of Airport Way South;
 thence South 38°46'19" East along said southwesterly margin 22.15 feet to the True Point of Beginning;
 thence continuing South 38°46'19" East along said southwesterly margin 17.85 feet;
 thence South 50°58'58" West 55.00 feet;
 thence North 38°46'19" West 25.00 feet;
 thence North 50°58'58" East 14.00 feet;
 thence South 38°46'19" East 6.98 feet;
 thence North 51°13'25" East 41.00 feet to the southwesterly margin of Airport Way South and the True Point of Beginning.

for use during the construction of a sanitary sewer and necessary appurtenances.

The temporary easement is to be in full force and effect until the proposed sanitary sewer is constructed and accepted as complete by the City, and shall terminate without any action required upon the part of the Grantor, its successors and assigns, three years from the date of this instrument, whichever event occurs first.

LEGAL DESCRIPTION
 5/25/89
 [Signature]

July 24, 1989

In the event that Grantor constructs a perimeter road over the easement herein granted, the City agrees to adjust the elevation of the manholes, lowering them a maximum of 4 inches, or raising them a maximum of 12 inches, upon the written request by Grantor. Said adjusted manhole, and the sewer pipe shall be designed to carry H20 vehicular loading.

Should the City elect to perform significant renovation of existing facilities located within an adjacement easement area (recorded under Auditor's File No. 5212110), the City agrees to evaluate relocation, upon request of Grantor and at Grantor's sole expense, to accommodate the location of a proposed perimeter road; and to relocate or modify said facilities pursuant to the County's request if there is no increase in cost or detriment to the City. Grantor reserves the right to fund the cost difference should there be an increase to the City.

The easements shall include only such rights in the lands above described as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of said sanitary sewer and appurtenances. The Grantor, its successors and assigns, shall have the right to use said easement areas in any way and for any purpose not inconsistent with the rights herein granted. The City shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said easement areas for the purposes herein described, without incurring any legal obligation or liability therefor. Such work shall be accomplished by the City in such a manner that any private improvements existing in said easement areas shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good condition as they were immediately before the easement areas were entered upon by the City. No building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement areas without written permission of the Director of Engineering or any other officer or board who may hereafter succeed to the jurisdiction and powers in respect to said sanitary sewer now possessed by the Director of Engineering.

The Grantor and Grantee herein, by accepting and recording this easement mutually covenant and agree to the terms and conditions described in detail in Appendix "A" attached hereto and by this reference made part of this agreement.

THE covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

COUNTY OF KING
TIM HILL, KING COUNTY EXECUTIVE

BY _____

APPROVED AS TO FORM
Shelly J. Hill
Deputy Prosecuting Attorney
125/8
Date

July 24, 1989

7633

STATE OF WASHINGTON) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the _____ of King County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC for the State of

residing at _____
My appointment expires _____

DK7:30

APPENDIX "A"

Additional terms and conditions applicable to the attached utility easement granted by King County to The City of Seattle.

1. PERMIT REQUIRED

Before the initial construction is performed under this agreement, Grantee must obtain a right of way construction permit or a utility use permit from the Grantor's Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application, but no additional fees or payments of any kind will be required of Grantee.

2. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition or to a condition satisfactory to the Grantor and Grantee by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadway or structures.

3. EMERGENCY SITUATIONS

In the event of an emergency which causes actual or imminent threat of damage to Grantor's property, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform such necessary repairs, the Grantor may do necessary emergency repairs at the sole cost and expense of Grantee.

4. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless the Grantor from damages proximately caused by the negligence of the Grantee arising in connection with Grantee's use of Grantor's property under this easement, pursuant to RCW 4.24.115.

5. NON-EXCLUSIVE EASEMENT

This easement is not exclusive. It does not prohibit Grantor from granting other non-conflicting easements for other public or private purposes in, under, over and across the easement area.

6. JURISDICTION

This easement is not a warranty of title or title of interest in County property. It is intended to convey limited rights and interests only for the construction, operation, maintenance and repair of Grantee's facilities and appurtenances on County property.

7. RESERVATIONS

Grantor reserves to itself, its licensees, lessees, successors and assigns, the right to continue to keep, use or operate all other facilities or structures now on, under or over the described easement. The Grantor also reserves the right to install, use or operate other non-conflicting facilities and structures on the easement area.

APPENDIX "A" (continued)

8. EMINENT DOMAIN

In the event of an exercise of eminent domain, whether by the Grantor or by a third party, the value of all rights in the property, including those rights granted under this easement, shall be paid to the Grantor. The Grantor shall then compensate the Grantee, its successor or assigns, for the value attributed to all of the rights granted under this easement.

9. TERMINATION AND ABANDONMENT

In the event that the Grantee abandons or discontinues the use of its sanitary sewer and related structures under this easement, the Grantee agrees to relinquish this easement.

RECEIVED

KING COUNTY COUNCIL

89 AUG -2 AM 11:56

7633

PARKS AND RESOURCES COMMITTEE
CLERK
KING COUNTY COUNCIL

ORDINANCE NO. _____

DATE: August 2, 1989

MOTION NO. 89-475

Granting a sewer easement to the City of Seattle

ACTION:

DO PASS

DO PASS SUBSTITUTE DATED

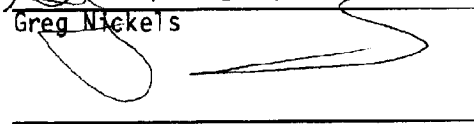
DO NOT PASS

NO RECOMMENDATION


BRUCE LAING, CHAIR


Ron Sims, Vice Chair


Greg Nickels


Gary Grant

ORDINANCE/MOTION INTRODUCTION SLIP

RECEIVED
89 JUN 16 PM 3:57
ORDINANCE/MOTION
COUNCIL CLERK
KING COUNTY COUNCIL


TO: COUNCIL CLERK

TYPE:


DATE SUBMITTED: 6/16/86

DATE FOR COUNCIL ACTION _____

SIGNED:


RON SIMS
COUNCIL MEMBER

7633


King County Executive
TIM HILL

400 King County Courthouse
516 Third Avenue
Seattle, Washington 98104
(206) 296-4040

RECEIVED 7633
89 JUN 14 AM 10:33
CLERK
KING COUNTY COUNCIL

June 13, 1989

The Honorable Ron Sims, Chair
King County Council
C O U R T H O U S E

RE: Motion for Sewer Project Use Permit
City of Seattle - Public Works Dept.

Dear Mr. Sims:

Enclosed are seven (7) copies of a Motion granting a Permanent Easement for a sewer expansion project adjacent to Boeing Field.

The easement will be granted to the Public Works Department of the City of Seattle so that the lift station at the King County Airport can be expanded to accommodate the new sewer service. There is currently a health problem in an industrial area near the Airport which requires this expansion.

I recommend passage of the enclosed Motion.

Sincerely,



Tim Hill
King County Executive

TH:CJL:MP/ct

Enclosures



KCSlip4 52995

SEA419355

7633

7/25/89 New terms attached dated 7/24/89 in upper corner

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a right of way construction permit or a utility use permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.

2. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition or to a condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadway or structures.

3. DAMAGES

If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

King County will not be held liable to Grantee for any damages that may occur by reason of the County's or other governing body's improvements, repairs, or maintenance, or by the exercise of any rights reserved in this section.

4. EMERGENCY SITUATIONS

In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.

5. ASSESSMENTS

Grantor and its property shall not be subjected to any charge, assessment or expense or increase in charge, assessment, or expense resulting from Grantee's exercise of rights granted by this easement, excepting those agreed upon prior to the granting of this Easement. If the Grantor or its property is legally subjected to any charge, assessment or expense or increase as a result of the granting of this Easement, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of charge, assessment or expense or increase paid by the Grantor.

6. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this easement. The Grantee's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

7. NON-EXCLUSIVE EASEMENT

This easement is not exclusive. It does not prohibit King County from granting other easements for other public or private purposes in, under, over, and across any County property.

8. JURISDICTION

This easement is not a warranty of title or title of interest in County property. It is intended to convey limited rights and interest only for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances on County property in which King County has an actual interest.

This easement does not affect King County's jurisdiction over any County property covered by this easement.

This easement does not deprive King County of any powers, rights or privileges it now has or may later acquire in the future to regulate the use of and to control the County property covered by this easement.

9. RESERVATIONS

Grantor reserves to itself, its licensees, lessees, successors and assigns, the right to continue to keep, use, or operate all other facilities or structures now on, under, or over the described easement. The Grantor also reserves the right to install, use or operate other facilities and structures on the easement area.

10. REMOVAL OR RELOCATION OF FACILITIES

In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 90 days of the date that the request is sent. This term is subject to the possible relocation of Perimeter Road as noted on page one of the Permanent Utility Easement.

11. EMINENT DOMAIN

In the event of an exercise of eminent domain, whether by the Grantor or by a third party, the value of all rights in the property, including those rights granted under this easement, shall be paid to the Grantor. The Grantor shall then compensate the Grantee, its successor or assigns, for the value attributed to all of the rights granted under this easement but in no event shall the compensation amount paid to the Grantee exceed the actual amount paid to King County in consideration for the granting of this easement.

12. TERMINATION AND ABANDONMENT

In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, or if the Grantee violates any provision of this document, the Grantee's easement will terminate.